

HODGSON, RUSS, ANDREWS, WOODS & GOODYEAR

(A PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS)

ATTORNEYS AT LAW

THREE CITY SQUARE  
ALBANY, NY 12207-2884  
518-465-2333  
FAX: 518-465-1567

1800 ONE M & T PLAZA  
BUFFALO, NY 14203-2391  
716-856-4000

FAX: ONE M & T PLAZA 716-849-0349

FAX: GUARANTY BLDG. 716-852-5185

2000 GLADES ROAD  
SUITE 400  
BOCA RATON, FL 33431-7386  
407-394-0500  
FAX: 305-427-4303

TELEX 386623 BUFPAT

RECORDATION NO. 16382 FILED 1425

JUL 13 1994 -3 10 PM

July 12, 1994

INTERSTATE COMMERCE COMMISSION

3 ROBERT SPECK PARKWAY  
SUITE 880  
MISSISSAUGA, ONTARIO  
CANADA L4Z 2G5  
416-566-5061  
FAX: 416-566-2049

1401 NEW YORK AVENUE, N.W.  
SUITE 1201  
WASHINGTON, DC 20005-2102  
202-347-8698  
FAX: 202-737-1529

0100306048

Mr. Sidney Strickland, Secretary  
Interstate Commerce Commission  
Room No. 2215  
12th and Constitution Avenue NW  
Washington, D.C. 20423

Dear Secretary:

I have enclosed an original and one fully executed and acknowledged counterpart of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Assignment of Equipment Mortgage Agreement, a secondary document dated June 24, 1994.

The primary document to which this is connected is an Equipment Mortgage Agreement recorded under Recordation No. 16382 on June 15, 1989.

We request that this assignment be cross-indexed.

The names and addresses of the parties to the document are as follows:

Assignor:

Chemical Bank New Jersey N.A.  
Metro Park IV  
379 Thornall Street  
Edison, New Jersey 08837

Assignee:

Manufacturers and Traders Trust Company  
One M&T Plaza  
Buffalo, New York 14240

LICENSING DIVISION  
JUL 13 3 07 PM '94  
OFFICE OF THE  
SECRETARY

Mr. Sidney Strickland, Secretary  
July 12, 1994  
Page 2

A description of the equipment covered by the document follows:

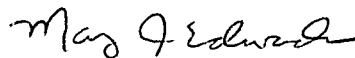
Included in the property covered by the aforesaid Equipment Mortgage Agreement are railroad mounted cranes intended for use related to interstate commerce, or interests therein, owned by Eastern Railway Supplies, Inc. at the date of said Equipment Mortgage Agreement or thereafter acquired by it or its successors as owners of the water carriers or the lines of railway covered by the Equipment Mortgage Agreement.

A fee of \$18.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to Mary J. Edwards, Esq., Hodgson, Russ, Andrews, Woods & Goodyear, 1800 One M&T Plaza, Buffalo, New York 14203-2391.

A short summary of the document to appear in the index follows:

Assignment of Equipment Mortgage Agreement from Chemical Bank New Jersey N.A., Metro Park IV, 379 Thornall Street, Edison, New Jersey 08837 to Manufacturers and Traders Trust Company, One M&T Plaza, Buffalo, New York 14240 dated June 24, 1994, and covering all now owned or hereafter acquired railroad mounted cranes of Eastern Railway Supplies, Inc., and connected to an Equipment Mortgage Agreement between Chemical Bank New Jersey N.A. and Eastern Railway Supplies, Inc. with Recordation No. 16382 recorded on June 15, 1989.

Very truly yours,



Mary J. Edwards, Esq.  
Hodgson, Russ, Andrews, Woods  
& Goodyear  
Counsel to Manufacturers and  
Traders Trust Company

JUL 13 1994 -3 10 PM

INTERSTATE COMMERCE COMMISSION

**ASSIGNMENT OF EQUIPMENT MORTGAGE AGREEMENT**

For valuable consideration, the receipt of which is acknowledged, CHEMICAL BANK NEW JERSEY N.A. ("Chemical") assigns, sells and transfers to MANUFACTURERS AND TRADERS TRUST COMPANY ("M&T") all of Chemical's rights under, interest in and title to an Equipment Mortgage Agreement, dated June 13, 1989, between Chemical and Eastern Railway Supplies, Inc. and recorded with the Interstate Commerce Commission on June 15, 1989 under Recordation No. 16382 (the "Assigned Document").

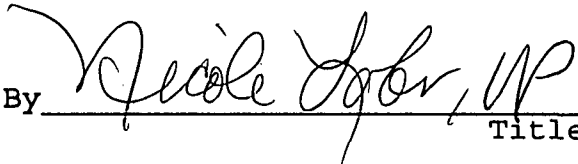
This Assignment is made without recourse and without any representation or warranty of any kind, either express or implied, except that (1) Chemical represents and warrants to M&T that the Assigned Document has not been previously (a) assigned by Chemical or (b) modified in writing other than pursuant to any writing previously delivered by Chemical to M&T and (2) M&T's recourse to Chemical in connection with this Assignment shall be preserved as to the representations and warranties expressly contained in clause (1) of this paragraph.

Upon its receipt of the consideration for this Assignment, Chemical shall deliver to M&T the original of the Assigned Document bearing the stamped recordation number assigned to it by the Interstate Commerce Commission. Chemical also agrees to execute and deliver to M&T all such further

assignments, agreements, instruments and other writings, and to do all such further acts and things, as M&T shall reasonably request in order to effectuate this Assignment.

Dated June 24, 1994

CHEMICAL BANK NEW JERSEY N.A.

By  Title

Accepted by  
MANUFACTURERS AND TRADERS TRUST COMPANY

June 24, 1994

By   
David N. Richardson, Vice President

STATE OF NJ )  
COUNTY OF Middlesex ; SS.

On this 10 day of June, 1994, before me personally appeared Nicole Lorber, to me personally known, who being by me duly sworn, says that she is a(n) Vice President of Chemical Bank New Jersey N.A., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Bernard A. Feeley  
Notary Public

BERNARD A. FEELEY  
Notary Public, State of New Jersey  
No. 2090439  
Commission Expires June 28, 1996

My commission expires \_\_\_\_\_

STATE OF NEW YORK )  
COUNTY OF ERIE ; SS.

On this 24<sup>th</sup> day of June, 1994, before me personally appeared David N. Richardson, to me personally known, who, being by me duly sworn, says that he is a Vice President of Manufacturers and Traders Trust Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

SUSAN E. BRAUN  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires May 9, 1996

Susan E. Braun  
Notary Public

My commission expires May 9, 1996